BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned by Government of Karnataka)

BID ENQ. No. SEE/DC/AEE(C)/AE(C)/23-24/F-9/02

BIDDING DOCUMENTS

FOR

"Housekeeping of Guest House and Dormitory at BESCOM new colony, Chitradurga"

SECTION – II

INSTRUCTIONS TO BIDDERS
(ITB)

VOLUME-I

SECTION – ITB (INSTRUCTION TO BIDDERS)

A. INTRODUCTION

1. General Instructions: As enumerated in IFB

2. Qualifying Requirement for Bidders: Eligibilities As enumerated in IFB.

3. Cost of bidding:

The Bidder shall bear all costs and expenses associated with preparation and submission of their bid and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4. Contents of Bidding Document:

4.1 The Service required & to be executed, Bidding procedures & contract terms are prescribed in the Bidding documents. The Bidding Documents is a compilation of the following Sections:

1.	Section – I	Invitation For Bids	- IFB
2.	Section – II	Instruction to Bidders	- ITB
3.	ANNEXURE-A	Requirement of Cook Cum Care taker.	
4.	ANNEXURE-B	Price format (Bidder shall quote service charges per Month in e procurement portal only)	
5.	ANNEXURE- C	Techno-commercial bid	

Price schedule should not be uploaded in Technical bid. If uploaded that bidder will be rejected.

Bid Proposal shall be uploaded through e-procurement portal only by the Bidder.

Bidder is expected to examine all instructions, terms and specifications in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a bid not substantially responsive to the Bidding documents in every respect will be at the bidder's risk & may result in the rejection of the Bid.

5. Understanding of Bid Documents:

5.1 A prospective Bidder is expected to examine all instructions, forms, and terms in the Bid Documents and fully inform himself as to all the conditions and matters, which may in any way, affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid

Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarifications on bid documents:

6.1 If the prospective Bidder finds discrepancies or omissions, in the specifications and documents or is in doubt as to the true meaning of any part, he shall submit in writing to the Superintending Engineer (Ele.,), Davanagere Circle, BESCOM, Hadadi Road, Davanagere– 577 002, on behalf of the Bangalore Electricity Supply Company Ltd., (BESCOM) or by e-Mail to sedvgcircle.work@gmail.com for any clarifications 5 days prior to the last date of for submission of bids. The Purchaser, then will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications the bidder may submit his bid but within the time and date as specified in the invitation of bid. All such interpretation and clarifications shall form a part of the bidding document and shall accompany the bidder's proposal. Written response of the Purchaser (including explanation of the query without identifying its source) will be uploaded to the e-procurement portal for convenience to all the prospective bidders.

6.2 Verbal clarifications and information given by the Purchaser or his employee(s) or his representative(s) shall not in any way be binding on the Purchaser.

7.0 Amendment of bidding document:

7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

7.2 The amendment will be notified in writing by hosting the same on e-procurement port.

7.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

7.4 Such amendments, clarifications etc., shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

8.0 Language of Bid:

The Bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and the Purchaser, shall be written in English language only, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

9.0 Local Conditions:

9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. The Purchaser shall not entertain any request for clarifications from the bidders, regarding such local conditions.

9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Purchaser. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Purchaser, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

10.0 Documents comprising the bid:

10.1 The following documents only are to be uploaded by the bidder:

I. **Techno commercial bid:**

a) Turn over certificate (Legible) issued by a **charted accountant** only indicating the turn over from the business shall be uploaded.

b) In respect of work experience & performance certificate the bidder shall submit/upload work completion certificate mentioned completion date & completed value of work issued by an officer not less than the rank of Executive Engineer in-charge of the work.

c) Separate certificate to be uploaded for work experience & satisfactory performance of works. The bidder is instructed to not to furnish/ upload any other documents, which are not related to bid documents.

d) Separate certificate to be uploaded for authorized signatory throughout the Tender & Contract period.

10.2 The Bidder shall complete the Bid Form inclusive of Price Schedule etc., provided in the Bidding Documents, indicating a brief description of Services to be rendered, Quantity and Prices.

10.3 The Bidder shall also upload Documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause **5.0 of IFB**.

10.4 The Bid Security has to be paid by e-payment mode in e-procurement portal only.

10.5 ~~The Bidder shall upload the Bid form inclusive of Price Schedule as enumerated in the Bidding Documents, indicating for the services to be rendered, quantity and prices.~~ Not applicable

Price format will be available under Annx-B for reference & calculation purpose.

11.0 Scope of the proposal:

As per Clause 1.0 of IFB

11.1 No deviation what so ever to certain conditions of the bidding documents as specified in IFB is permitted by the Purchaser and therefore, the Bidders are advised that while making Bid Proposals and quoting prices these conditions may appropriately be taken into consideration.

11.3 Bids not covering the above entire scope of Works may be treated as incomplete and hence rejected.

11.4 The Bidder shall complete all the schedules in the Bid Proposal Sheets. The Qualifying data stored to be filled in the required schedule of Bid Proposal Sheets. While furnishing qualifying data, only the list of works carried out on shall be furnished.

12.0 Bid Price:

12.1 The monthly wages (Basic+VDA) of the sweeper in the price bid are considered as per the prevailing Minimum Wages Act, GoK. Other statutory such as EPF & ESI are as per the prevailing rate. The bidder has to quote his service charges only in space specified. The rate of service tax applicable is as per prevailing GST.

a. Bidder shall quote service charges/Month in e-procurement portal only.
b. Price schedule should not be uploaded in Technical bid. If uploaded that bidder will be rejected.
c. Price format will be available under Annexure-B for reference & calculation purpose.

12.2 The bidder's separation of price components in accordance with clause 12.1 supra will be solely for the purpose of the facilitating the comparison of bids by the Purchaser, for contract price amendment due to quantity variation and for on account payments (in case of award) and shall not in any way limit the Purchaser's rights.

13.0 Taxes:

13.1 GST shall be excluded in the Bid Price and any such Taxes not considered by the Bidder but payable as applicable on the date of Bidding shall be to Bidder’s account and no separate claim on this behalf shall be entertained by the Purchaser.

13.2 ~~The Purchaser will deduct GST out of the Contractor's bills and remit the same to the concerned Authorities as per statutory stipulations. Necessary TDS Certificates will be issued to the Contractor.~~

13.3 The Purchaser will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor.

13.4 Notwithstanding anything stated in the Sub-Clause 12 to 13 above, the Owner shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of any Tax liability as may be Mandatory in terms of the Law. The Purchaser shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

13.5 -deleted-.

13.6 –deleted-.

14.0 Bid Security (EMD):

14.1 Bids shall be accompanied by Bid Security (EMD). The Payment of the same shall be made as per Clause 4 of IFB.

15.0 Period of validity of bids:

15.1 Bids shall remain valid for **03 (Three) calendar months from the date of bid opening** unless otherwise specified in the accompanying special conditions of contract. The Purchaser/owner will reject a bid valid for a shorter period.

15.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of validity the request and the response there to shall be made in writing. The bid security provided under Clause 4.0 of IFB shall also be extended by the same period as the extension in the validity of the bid. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required or permitted to modify its bid.

D. SUBMISSION OF BIDS

16.0 Format Of Bids:

The Bids are invited through e-procurement mode only. No hard copies of any documents will be accepted.

16.1 The Techno- Commercial Bid consists of following:

i) Techno – Commercial Sheets.

16.2 The Price consists of following

i) Price schedule

16.3 A prospective Bidder, who wishes to submit the Bid, shall adopt the following procedure:

i. In addition, when submitting bids via the e-procurement Portal, an e-Procurement Tender Processing Fee must be paid

and this is payable as per the instructions provided on the e-procurement Portal https://eproc.karnataka.gov.in

ii. The Bidder shall key in the service charges in the space earmarked in the Price sheet ~~and other details in Price Sheets~~ and the details in Techno-Commercial sheets and upload them on to the website on or before the time and date indicated in the Notification (NIT)/Section IFB.

17.0 ~~Signature of Bids:~~

17.1 ~~-Deleted-~~

18.0 Deadline for submission of bids:

18.1 Bid shall be uploaded on or before for submission of bids indicated in notification/Section IFB.

18.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19.0 Late Bids:

19.1 Any bid uploaded by bidder after the time & date fixed or extended for submission of bids prescribed by the Purchaser, will be rejected and not considered for evaluation.

E. BID OPENING AND EVALUATION.

20.0 Opening of bids by Purchaser:

20.1 On the Date and Time fixed by the Owner for opening of Bids, the **Techno-Commercial Bids** will be opened through e-procurement portal which can be viewed by all the bidders through e-procurement web site.

20.2 The Bidder's Names, Bid withdrawal and such other details will be available on the website after opening.

20.3 The Price Bids of all the 'Techno-Commercial" Responsive Bidders shall only be opened through e-procurement portal. The opening of Price Bid shall be soon after the TSC meeting of the Zone.

20.4 The Bidder's Name, Bid Price and all Discounts if any, Modifications in the Price Bid will be available on the website after opening of the Price Bid.

21.0 Purpose of evaluation of bids:

21.1 The Bids received/accepted/opened will be evaluated by the Purchaser to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined to determine the **LOWEST EVALUATED COMMERCIALLY AND TECHNICALLY RESPONSIVE BIDS.**

22.0 Policy for bids under consideration:

22.1 Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Purchaser to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Purchaser and/or his employees/ representatives on the matters related to the bids under consideration.

23.0 Clarification of bids:

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

24.0 Preliminary Examination:

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

26.0 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount advantageous to the Purchaser will prevail. If the Bidder does not accept the correction of the errors as above, its Bid will be rejected and the amount of Bids Security will be forfeited.

27.0 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Purchaser shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

28.0 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the service or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Purchaser as required in these specifications and documents. The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

29.0 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

30.0 Bids Non Transferable:

This bid document is non-transferable. Only the bidder, who has purchased the bid documents, is entitled to quote.

31.0 Address for Communication:

Offers should be addressed to the following officer at the address given below:

The Superintending Engineer (Ele).,
O&M, Circle, BESCOM
Hadadi Road, Davanagere-577002.
Phone: 08192-263616,
Fax: 08192-263615.

F. AWARD OF CONTRACT

32.0 Award Criteria:

32.1 The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, providing further that the Bidder is determined to be qualified to perform 'the Contract satisfactorily. The Purchaser shall be the sole judge in this regard.

32.2 In case of award of Contract on a bidder there shall be contract for services as specified in the bids.

33.0 Purchaser's right to accept any bid and to reject any or all bids:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

34.0 Notification of award:

34.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the Purchaser will notify the successful Bidder in writing by registered letter or by cable or telex or FAX, to be confirmed in writing by registered letter, that its bid has been accepted.

34.2 The Notification of Award will constitute the formation of the Contract.

34.3 Upon the successful Bidder's entering into agreement, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

35.0 Signing of contract:

35.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the detailed letter of Award, incorporating all agreements between the parties.

35.2 Within 7 days of receipt of the detailed letter of Intent, the successful bidder shall sign and date the same and return it to the Purchaser.

35.3 The Bidder will prepare the Contract Agreement as per the pro-forma enclosed and the same will be signed within 7 (seven) days of Notification of Award.

36.0 The initial and further security deposit will be released after Thirty days from the date of satisfactory completion of the contract period or one month after the final bill is paid whichever is later by adjusting any due to the BESCOM.

37.0 Location of Supply of services:

This tender is being floated by the Davanagere Circle Office of BESCOM. The Cook cum Caretaker services shall be provided to BESCOM Guesthouse located at new BESCOM colony, Chitradurga.

38.0 Cost and Currency:

The offer must be made in Indian Rupees only, including the following:

39.0 Performance Certificate:

If the BESCOM is satisfied with the overall working of the system, the Performance certificate will be issued by the Assistant Executive Engineer (Civil).

40.0 Issue of Purchase Orders:

The Purchase Orders will be issued after finalization of enquiry.

40.1 Whatever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the Purchase Order will be binding upon BESCOM. On receipt of the Purchase Order if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

41.0 TERMINATION OF CONTRACT:

In case the agency fails to provide the services as per Contract, within the contracted period of delivery or in case the staff provided are found not in accordance with prescribed requirements or the Company shall exercise its discretionary powers on any or all the following:

a. To recover from the agency, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above ; and
b. To cancel the purchase order :
c. To forfeit the Performance Bank Guarantee.
d. To black list and not to consider future its offers for a specified period.

e. The decision of the Company shall be final as regards the acceptability or otherwise of materials/equipment supplied.

42.0 Risk Purchase Clause:

If the agency fails to provide the Gangmen to the designated locations as per the contract, BESCOM reserves the right to obtain or to get the services elsewhere, for such services not so provided or delivered without canceling the contract, after giving due notice to the agency at the risk of the agency to whom the contract is awarded. In respect of the services not yet due the agency shall not be entitled to any saving on such services provided against default. BESCOM reserves the right to recover the cost of such services obtained elsewhere out of the amount payable to the agency.

43.0 Special Instructions to Bidders:

i. The successful bidder shall bear all cost and expenses towards furnishing the contract agreement and performance bank guarantee.

ii. BESCOM reserves the right to postpone the due date of tender opening and to reject any or all the tenders without assigning any reasons what so ever.

iii. It shall be the responsibility of the Contractor to ensure that able and competent staff are deployed to fulfill the obligations under this agreement and shall provide Cook cum Caretaker who will function under the Assistant Executive Engineer(Civil), Davangere Circle, BESCOM, Hadadi Road, Davangere– 577002.

iv. The Contractor shall ensure satisfactory standards of its Manpower competence, conduct, cleanliness and integrity. Neglect of duties, undesirable act, misbehavior and consumption of alcohol while on duty etc., shall not be condoned and the BESCOM shall be competent to impose fines and penalty for acts of negligence and such amount may also be recovered from the payment due.

v. The Contractor shall not transfer his rights under the agreement to anybody.

vi. The Manpower deployed by the Contractor shall be deemed to be the servants or employees of the Contractor and such staff shall not be considered or deemed to be the employees and servants of BESCOM.

vii. BESCOM shall not be liable to pay any allowance, salary or any other amount under any law for the time being in force to the Manpower deployed by the Contractor. BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Contractor shall not be entitled to any other allowances or benefits. The BESCOM has the right to direct the

Contractor to make payment to the Manpower in the presence of the responsible officer of the BESCOM.

viii. The Contractor shall inform the names of the persons who have been deployed by him within **ten days** of the execution of this agreement. The Contractor shall issue Identity Card affixing latest photograph giving details of Name, Age, date of hiring, any other details, duly signed by authorized person of the Contractor. In case of any change of sweeper deployed by the Contractor, prior concurrence and approval of the authorized officer of the BESCOM is to be obtained.

ix. In case, the personnel deployed is found to be "not alert" or "not in proper conduct", then BESCOM shall have the right to impose any punishment or fine up to Rs.1,000/- (Rupees one thousand only) on the Contractor. In case of three defaults, the BESCOM has the right to terminate the Contract by giving notice of seven days.

x. In case, the personnel so deployed by the Contractor is found absent, the BESCOM shall have the right to treat such person as 'absent' of deficiency in service and deduct the proportionate amount of such person from the bill of the contractor.

xi. The Contractor shall be absolutely responsible and liable for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in their performance of the services required under the contract.

xii. The BESCOM shall not be liable for any illegal action or omission made by the Manpower deployed of the Contractor. In case of any loss or damage to BESCOM on account of any act, omission, negligence on the part of the Contractor and/or its staff etc., in handling of the duties/functions entrusted or otherwise or on account of breach, omission, failure or negligence on the part of the Contractor or its representatives in compliance of provisions thereof or in carrying out, executing, doing, performing or fulfilling any of its obligations or operations hereunder, the Contractor shall be liable to make good such loss or damage determined by the BESCOM and shall not be open to any question by the Contractor. The BESCOM may recover such amount or loss of damage from the Contractor in terms thereof from the agency. If the amount of such loss or damage is not recovered or paid up by the Contractor forthwith on demand, the Contractor shall be liable to pay the said amount with an interest @ 18% per annum thereon from the date of demand till the date of actual payment.

xiii. The Contractor shall take liability of Insurance to cover all the Manpower deployed by the Contractor.

xiv. The BESCOM shall not be liable to offer legal services for the offence, if any committed by the Manpower being deployed by the Contractor.

xv. The Contractor shall abide the instructions issued by the authorized officer of the BESCOM.

xvi. The Contractor shall supply the list of records being maintained by them to the BESCOM. These records will be scrutinized / inspected by the authorized officer of BESCOM. The personnel of the Contractor deployed are required to maintain the prescribed registers/records as regards the daily works carried out, in the prescribed form. They are also required to forward daily reports as may be prescribed from time to time.

xvii. The Contractor shall bear all costs and expenses in respect of all charges, stamp duty etc., in respect of the agreement to be entered into.

xviii. This agreement may be terminated by either party by giving to the other one calendar week notice in writing and on the expiry of the said period, the agreement shall come to an end.

xix. In case of any dispute between the Contractor and workers, BESCOM will not be a party to them.

xx. In the event of any, dispute or difference arising under this contract agreement, shall refer the same to the Managing Director, BESCOM, Bangalore-1 whose decision shall be final and binding on both the parties to this contract.

xxi. Accommodation and Transport: The Company is not liable to provide any accommodation or transport to the personnel deployed at the premises. The Contractor shall make his own arrangements.

xxii. Acceptance of Personnel: The Company reserves the right to accept or reject any personnel deployed by the contractor before being allowed to perform duties of the premises. The decision in this regard by the company shall be final and binding and no correspondence in this regard shall be entertained.

xxiii. **Attendance:** Attendance of the personnel provided by the contractor to company shall be maintained by the contractor.

xxiv. **Liability for Accidents, injury, illness etc.,**

The company shall not accept any liability whatsoever for any accident injuries or illness etc., caused to any personnel deployed by the contractor during the course of duties. The contractor shall be solely responsible for all such happenings.

xxv. The Contractor shall take liability of Insurance to cover all the labourers employed by the Contractor.

xxvi. The Contractor is responsible for providing weekly one leave and relief etc, at no cost basis other than the agreed monthly sum.

xxvii. **Terms and Conditions:** These Terms and Conditions will be binding on all the bidders. Terms and conditions of the bid documents will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the tender process.

xxviii. The contractor shall provide uniform to his employees the pattern of which will be different than that of the Company as followed for its employees and they shall wear them at all times while at work and maintain such uniforms. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.

xxix. The Contractor shall provide sufficient quantity of materials and tools for executing the work and for disposal of rubbish to the dumping ground; the Contractor will arrange a covered transport at his own cost.

xxx. The Contractor's employees will make their own arrangements for food and snacks while at work at their own cost and the company will not entertain any financial expenditure or provide any canteen facility.

44.0 For any other clarification please contact:

1. Assistant Executive Engineer (Civil), O&M Circle BESCOM, Davanagere. Mobile: 9448094838.
2. Assistant Engineer (Civil), O&M Circle BESCOM, Davanagere. Mobile: 9590063793.

Sd/-
Superintending Engineer(Ele.),
O&M Circle, BESCOM, Davanagere